

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-02-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Contracts And Materials
संगठन का नाम / Organisation Name	Damodar Valley Corporation
कार्यालय का नाम / Office Name	Damodar Valley Corporation
वस्तु श्रेणी / Item Category	Custom Bid for Services - Engagement of one diesel engine driven hired School Bus of seating capacity of 32 seats for carrying school children from CISF Colony Amdanga to Central School, Durgapur via Raniganj & back for a period of Two Years
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Bus Hiring Service - Regular Basis
अनुबंध अवधि / Contract Period	2 Year(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड 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	7
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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	4067202.24
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
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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%

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1. 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.
2. 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.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1768453271.pdf](#)

Payment Terms:[1768453278.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1769572718.pdf](#)

Instruction To Bidder:[1768453333.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1768453350.pdf](#)

GEM Availability Report (GAR):[1768453444.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1768453465.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1768453586.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1768453591.pdf](#)

Custom Bid For Services - Engagement Of One Diesel Engine Driven Hired School Bus Of Seating Capacity Of 32 Seats For Carrying School Children From CISF Colony Amdanga To Central School, Durgapur Via Raniganj & Back For A Period Of Two Years (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of one diesel engine driven hired School Bus of seating capacity of 32 seats for carrying school children from CISF Colony Amdanga to Central School, Durgapur via Raniganj & back for a period of Two Years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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 दस्तावेज /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajeev Ranjan	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	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

SECTION - VI: COMMERCIAL TERMS AND CONDITIONS

1. **TAXES & DUTIES:** GST, as admissible, will be paid by DVC as per Govt. of India rule against GST no. & SAC code. All statutory payments like taxes etc. except GST, as applicable shall be borne by the contractor. If any taxes etc. stands on the way subsequently, the same has to be borne by the contractor or at his own cost. Any additional operational expenses like O.T. payment etc., if incurred for any reason during execution of work has to be borne by the contractor at his own cost.
2. **PRICE BASIS:** Rate shall remain variable throughout the contract period. The Estimated Bid Value mentioned is excluding of GST. Bidders are advised to quote their price in total in Price Schedule inclusive of GST in GeM portal only.

3. **CONTRACT PERIOD:**

Contract period shall be two (02) years from the date of deployment of the vehicle under this contract.

4. **THE BIDDER SHALL HAVE TO COMPLY WITH THE FOLLOWING:**

- (i) Status of organization (i.e. Company Registration Certificate/ Memorandum and Article of Association/ Partnership Deed / sole-proprietorship as the case may be) with documentary evidence.
- (ii) MSME certificate/ NSIC Registration certificate from appropriate government authority (as applicable).
- (iii) GST Registration certificate.
- (iv) The bidder must have valid EPF and ESI registration Certificate.
- (v) The bidder must have Valid Labour License / Undertaking to submit Labour License from Regional Labour Commissioner (Central) in case of award of contract.
- (vi) Certificate of No Relation in DVC (In original by the signatory of the bid).

The vendor has to produce above documents (original / self-authenticated and attested by Public Notary) for verification by DVC authority within a stipulated time frame from the date of intimation.

5. **Payment Terms:**

95% payment shall be made on actual executed portion of work/service against RA bill after satisfactory completion of work/service, duly certified by the DVC Engineer-in-charge, and on submission of bills in triplicate, duly pre-received, and upon prior compliance of Security Deposit Clause (if applicable) and on submission & acceptance of Agreement in DVC format (if applicable).

Remaining 5% will be paid after completion of the contract.

Note: No payment shall be made without compliance of Security Deposit Clause (if applicable) and acceptance of agreement.

6. **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

Security deposit may be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

7. **PENALTY:**

- A. A penalty of Rs. 1500/- (Rupees Seven Hundred) only will be imposed on the contractor for failure to provide the vehicle for the whole day.
- B. If the Contractor deploys vehicle whose quality is not as per NIT (e.g. if registration is older than

5 (five) years from the date of NIT) for more than 03(three) days in a month, no hiring charges as well as no fuel charges (running charges) will be paid.

8. **AGREEMENT:**

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution.

Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorized representative of DVC (TIA/Signing authority as per DFP) and authorized signatory of Supplier/Contractor/Service Provider / Consultant.

The Supplier/Contractor/ Service Provider/ Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order.

Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/ Contractor/Service Provider within 30 days from the date of issue of LOA/PO/ Work Order, due to the fault of the Supplier/Contractor/ Service Provider will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

In exceptional cases, where in place of a Bid security, DVC considered "Bid securing declaration" from the bidder, accepting that if they are awarded the contract and they fail to sign the contract, before the deadline defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC. The Contract shall be short closed and retendered.

Note: for Procurements of Works: -

In respect of contracts up to Rupees 10 lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of award will result in a binding contract.

In respect of contracts with estimated value more than Rupees 10 lakh, a contract document should be executed, with all necessary clauses to make it a self-contained contract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching relaxation regarding time frame for execution of contract agreement.

9. **Limitation of Liability:**

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

10. **Risk Purchase Clause:**

The Employer reserves the right to purchase/ take service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of completion period, if the Contractor fails to complete the work a notice will be given to the Contractor for completing the work immediately.
- b) If the Contractor fails to complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender.
- d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
- g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work or services irrespective of the fact whether the work/ services are similar or not.

11. **CANCELLATION/SHORT CLOSURE:**

The Owner may terminate/short close the contract, by not less than 30 days written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60days.
- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause:
- e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.

12. **OBLIGATIONS OF THE PARTY OF THE SECOND PART i.e. CONTRACTOR:**

A. The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.

B. The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.

- a. The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated.
- b. If the licenses/permits e.t.c. obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.
- C. The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:
 - a. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time.
 - b. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under.
 - c. The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time.
 - d. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time.
 - e. The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time.
 - f. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time.
 - g. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time.
 - h. The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
 - i. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
 - j. All other Acts/Rules/Regulations, By-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services. The Party of the Second Part shall produce the requisite Compliance Report to the Party of the first Part from time to time or as prescribed in the abovementioned laws.
- D. The Contractor shall undertake the services as per details given in Schedule II attached to this Agreement. The Contractor shall also comply with other instructions, if any, given in writing by the authorized representative of DVC to the Contractor or to his authorized representative for performing the aforesaid services. e) The performance of service by the Contractor shall be of highest order/standing and competence and as described in Schedule II.
- E. DVC may terminate this Agreement if the performance of services by the Contractor is not up to specified standard and if the Contractor fails to comply with the laws mentioned hereinbefore. The decision of DVC in this respect shall be absolute and final.

13. **SETTLEMENT OF DISPUTES AND ARBITRATION:** It will be guided as per clause no. 33 and Clause no. 20 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of General Conditions of Contract (GCC).
14. **FORCE MAJEURE:** As Per the Clause 16 of the General Conditions of the Contract.
15. **TERMINATION OF CONTRACT:** As per Clause No.24 of Optional Terms & Conditions of Contract of GCC.
16. **Vendor Bill Tracking System:**

The Vendor Bill Tracking system is active and available at [https:// application.dvc.gov.in/Vendor/](https://application.dvc.gov.in/Vendor/) (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>). The Vendors on award of contract need to register themselves and submit their contract related bills online. Contractor shall have to upload digitally signed Bill/Invoice with other documents as per WO/Contract in VBT.

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact no.
IT Officer	Shri Kumar Nitish	kumar.nitish@dvc.gov.in	9308531221
Nodal Officer	Shri Parshuram Jha	Parshuram.jha@dvc.gov.in	9798717400

17. **All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract (GCC). Bidders are requested to go through GCC (General Conditions of Contract) of DVC before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract.**

3. 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. 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---