

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Eastern Railway
कार्यालय का नाम/Office Name	Asansol Division
वस्तु श्रेणी /Item Category	Annual Maintenance Service - Photocopier Machine - AMC of 01 no Duplo Digital Duplicator machine model no DP 315 serial no 170480286 for a period of 03 years ie 1096 days on contract basis with OEM; Duplo; OEM Authorised Service Provider
अनुबंध अवधि /Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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,OEM Authorization Certificate *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। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
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	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	79500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

FA&CAO  
Eastern Railway Kolkata  
(Fa And Cao)

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

1. 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.

2. 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.

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

**Annual Maintenance Service - Photocopier Machine - AMC Of 01 No Duplo Digital Duplicator Machine Model No DP 315 Serial No 170480286 For A Period Of 03 Years ie 1096 Days On Contract Basis With OEM; Duplo; OEM Authorised Service Provider ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type Of Asset	AMC of 01 no Duplo Digital Duplicator machine model no DP 315 serial no 170480286 for a period of 03 years ie 1096 days on contract basis with OEM
Make/Brand Of Assets	Duplo
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Onsite Service Engineers Requirement	None
Periodicity of Preventive Maintenance Services	Quarterly
<b>एडऑन /Addons</b>	

#### 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 / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajesh Kumar	713301,DRM Building Near Railway Station Asansol	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. Service & Support

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

##### 3. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be

considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**4. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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Scope Of Work

Sub :- Annual Maintenance contract(AMC) for Duplo Digital Duplicator Machine, model No- DP G315, Serial no. 170480286 for a period of 03 (Three) years i.e. 1096 days on contract basis with OEM or OEM authorized dealer.

Sl. No.	Description of machine	Total cost for 01 yr. (with spare parts & without consumable items) including 18% GST  (IN INR)	Total cost for 03 years (with spare parts & without consumable items) including 18% GST  (IN INR)
1.	Duplo Digital Duplicator Machine, Model: Duplo DP G315. Serial Number: 170480286.	Rs. 26,500.00	Rs. 79,500.00
Total cost including 18% GST			Rs. 79,500.00

## Rate Shedule

Sub :- Annual Maintenance contract(AMC) for Duplo Digital Duplicator Machine, model No- DP G315, Serial no. 170480286 for a period of 03 (Three) years i.e. 1096 days on contract basis with OEM or OEM authorized dealer.

Division - Asansol

Department - Operating

Sl. No.	Description of machine	Total cost for 01 yr. (with spare parts & without consumable items) including 18% GST  (IN INR)	Total cost for 03 yr. (with spare parts & without consumable items) including 18% GST  (IN INR)
1.	Duplo Digital Duplicator Machine, Model: Duplo DP G315. Serial Number: 170480286.		
Total cost including 18% GST			

Signature of Contractor

Signature

With seal and date

Witness

### **General terms & conditions**

1. Comprehensive Annual Maintenance contract (CAMC) for 01 no. Duplo Digital Duplicator Machine, model No DP G315, Serial no. 170480286 for a period of 03 (Three) years i.e. 1096 days under Operating Department c Asansol Divisional Office.
2. For the preventive maintenance and failure rectification all the required components pertaining the printing machine will be supplied by the firm.
3. The submission of tender shall be deemed to have been done after study and verification of all documents and understanding the implication thereof. Quoted rates will be inclusive of all type of taxes.
4. Any call reported either by office or by the staff through any media has to be attending without fail including Sunday and holiday during office hour (10.00 hrs.to 18.30hrs). After rectification by the firm, authorized representative of Sr.DOM/ASN will inspect and certify the rectification of the same.
5. Care should be taken to avoid damage to existing gears during the work .Any damages to the Railway property shall be made good by the contractor at his own cost.
6. During the period of AMC, no third party shall be allowed to undertake any repairing/servicing on the system unless the firm performing the annual maintenance has given prior consent in writing. However the contractor will allow the railway staff to perform any first line maintenance.
7. During AMC period all the materials required for satisfactory functioning of the system have to be supplied by the contractor at his own cost.
8. Company staff with valid ID card has to stay at suitable location within the division and he will attend for rectification of the failure as early as possible after getting message of failure from the Railway all tools and oth

r testing equipment's for maintenance shall be arranged by the tenderer at his own cost.

9. A performance of the equipment should be inspected by the firm quarterly to ensure proper functioning of the system inspection and maintenance should be carried out in presence of authorized representative of Sr.DC/OM. A register to be open to record attendance of the firm against any call or periodical maintenance. The register should be jointly signed by the representative of the firm and the authorized representative of the Sr.DC/OM/Asansol.

10. The firm should keep a stock of all relevant components in sufficient Nos. at a suitable place. So that at the time of failure the components are immediately available for replacement, No extra cost will be paid for this by the Railway.

11. The message of failure will be communicated to the firm by telephonic message/FAX/Letter/ e-mail. The decisions that the failure is major or not will be binding on the contractor.

12. Non-employment of Laborers below the age of 18: The Contractor shall not employ children below 18 years of age as Laborers directly or through petty Contractors or sub-Contractors for the execution of work.

13. Address of tenderer: The address, email-Id and Mobile Number, other phone nos. and complete details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes. All communication sent in time to the tenderer by post/email/WhatsApp at the said address shall be deemed to have reached the tenderer duly and in time. Tenderer shall keep the Railway informed of changes in the postal address during contract period in his own interest.

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14. Period of validity of contract: The contract shall remain valid for a period of 03 (three) years i.e. 1096 days from the date of commencement of work. The period of validity of contract may however be extended for further period if required so.

15. Termination of Contract :- Termination of contract will be as per provision of GCC for service 2018 in case the contractor fails to perform the work as per terms and conditions of contract and with the satisfaction of competent authority. Railway administration can terminate the contract agreement executed with the lowest bidder at any stage of contract period for the interest of Railways and Contractor shall have no right to claim against Railway Administration

16. **PAYMENT** :- Payment shall be payable on quarterly basis for the consecutive previous three months on Submission of bill through Sr.DOM/ASN or.DOM(C)/ASN subject to deduction of Income Tax with surcharge applicable and as per extant rules.

17. **Penalty** :- No payment shall be made for non-compliance of the awarded work as per schedule, also necessary deduction for delay of maintenance work beyond 24 (twenty four) hours shall be maximum up-to 10% of the contract value for machine and these deductions shall be totally on the assessment of Railway officials. In case of repeated failure of schedule for unsatisfactory performance Railway reserves the right to terminate the contract in accordance with laid down condition of the contract.

18. **FALSE AND-OR INCOMPLETE STATEMENTS**:- If tenderer gives or upload wrong information or documents in

his or their e-tender and thereby create(s) circumstances for acceptance of his or their tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled or rescinded in addition to other penal actions as per GCC for services-2018 and tender documents.

19. Any emergency breakdown in-between schedule maintenance should be attended free of cost .

20. **Additional required documents :-**

1. Copy of Permanent Account Number (PAN)
2. Copy of AADHAR card of all Directors / Partners / Proprietor etc. of the firm.
3. Copy of GST (Goods & Service Tax) certificate.
4. Whether your firm / company ever been black listed.
5. Bank Mandate form. (**Annexure -I**)

21. All decision regarding technical suitability will be decided by consignee. If bidders complain regarding technical suitability then decision of the consignee will be preferred.

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**SPECIAL TERMS & CONDITIONS**

**SPECIAL CONDITIONS BY TENDERER :-**

Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender.

Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer, may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

## **NEGOTIATION:-**

The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or or changes in scope of the work etc.

Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

## **Eligibility Criteria-Similar Nature of work:-**

The tenderer has to submit the credential certificate for the completion of the similar Nature/type of the work. Tenderers are requested to ensure themselves that their demanded work satisfies the similar nature of work mentioned in the scope of work.

Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Certificates from Govt./Semi Govt./PSU/Govt. Autonomous Bodies/Public Limited Company (Govt. Sector) will only be accepted. Certificates from Private individual Private Limited Company/Public Limited Company (Private Sector) for whom such work is executed shall not be accepted. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer and the bidder shall when so required by the Railway make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.

All documents in support of fulfillment of eligibility criteria with respect to completion of 'Similar nature of work for Technical Eligibility Criteria'. No post tender communication, in any form will be made or entertained after opening of tenders in this regard. Railways may however call for the submitted original documents of the credentials for verification or any clarifications/confirmation. Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document what so ever submitted in this connection would not be given any cognizance on any account.

All decision regarding technical suitability will be decided by consignee.

If bidders complaint regarding technical suitability then only consignee decision will be preferable.

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## **PERFORMANCE GUARANTEE (P.G) :-**

Performance guarantee at the rate of @ 05% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 05% of the contract value within 30 days from the date of issue of Letter of Acceptance (LOA). The PG should be submitted in requisite form as mentioned in GCC for services/GEM ATC. Other conditions related to Performance guarantee shall be as per GCC for Services 2018 and its amendment up to date or any guidelines from Railway Board. PG should be in favour of **FA & CAO, Eastern Railway Kolkata, Payable at Kolkata.**

Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days), i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG. After 60 days from the date of issue of LOA, a notice shall

be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute. **(Ref. Clause 4.11 of GCCS-2018)**

The successful bidder shall also be required to submit the Performance Guarantee in favour of FA & CAO, E. Railway, Kolkata, amounting to 5% of the contract value in the manner given below :-

1. A deposit of Cash;
2. Irrevocable Bank Guarantee;
3. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalised Banks;
4. Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks;
5. A Deposit in the Post Office Saving Bank;
6. A Deposit in the National Savings Certificates;
7. Unit Trust Certificate at 5% below market value or at the face value whichever is less. Also, FDR in

favour of FA&CAO (free from any encumbrance) may be accepted.

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## 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 GT 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---**