

**बिड दस्तावेज़ / Bid Document**

| <b>बिड विवरण / Bid Details</b>  |   |
|---|---|
| <b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>  | 05-03-2026 17:00:00   |
| <b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>   | 05-03-2026 17:30:00   |
| <b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>  | 90 (Days)   |
| <b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>  | Ministry Of Railways  |
| <b>विभाग का नाम / Department Name</b>   | Indian Railways   |
| <b>संगठन का नाम / Organisation Name</b>   | South Central Railway   |
| <b>कार्यालय का नाम / Office Name</b>  | Principal Chief Material Manager Secunderabad   |
| <b>कुल मात्रा / Total Quantity</b>  | 11130   |
| <b>वस्तु श्रेणी / Item Category</b>   | General purpose Machinery and Spindle Oils (V2)<br>Conforming to IS 493 (Q3)  |
| <b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>   | No  |
| <b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>   | No  |
| <b>विक्रेता से मांगे गए दस्तावेज़ / Document required from seller</b>   | Past Performance, Certificate (Requested in ATC), OEM Authorization Certificate<br>*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 |
| <b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन्ू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?</b> | No  |
| <b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>  | 1   |
| <b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>  | 3   |

| बिड विवरण/Bid Details  |                             |
|--|-----------------------------|
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। /<br><b>Number of Auto Extension count</b>  | 1                           |
| विगत प्रदर्शन / <b>Past Performance</b>  | 20 %                        |
| बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>   | No                          |
| बिड का प्रकार/ <b>Type of Bid</b>  | Single Packet Bid           |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>  | 2 Days                      |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b> | Yes                         |
| <b>Inspection to be carried out by Buyers own empanelled agency</b>  | Yes                         |
| <b>Type Of Inspection</b>  | Pre Dispatch                |
| <b>Name of the Empanelled Inspection Agency/ Authority</b>   | RITES                       |
| मूल्यांकन पद्धति/ <b>Evaluation Method</b>   | Total value wise evaluation |
| मध्यस्थता खंड/ <b>Arbitration Clause</b>   | No                          |
| सुलह खंड/ <b>Mediation Clause</b>  | No                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई के लिए आरक्षित / **Reserved for Make In India products**

|   |     |
|---|-----|
| एमआईआई के लिए आरक्षित / Reserved for Make In India products | Yes |
|---|-----|

#### 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                          | 25 |

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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 Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### **5. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be

recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

**General Purpose Machinery And Spindle Oils (V2) Conforming To IS 493 ( 11130 Unit )  
(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

| विवरण/Specification       | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                     |
|---------------------------|--------------------------------------|---|
| Generic                   | <b>Oil Classification</b>            | Machinery Oils  |
|                           | <b>Requirements for Oil</b>          | As per Table 1 of IS 493 (Part 1) (Requirements for General Purpose Machinery Oils) |
|                           | <b>Grade</b>                         | Grade III VG 68   |
|                           | <b>Packing Size</b>                  | 5 Liter, 20 Liter, 210 Liter, Open Supply (In Liters)                               |
| Certification and Testing | <b>Conformity to Indian Standard</b> | As per IS 493 (Part 1)  |

**Additional Specification Parameters - General Purpose Machinery And Spindle Oils (V2) Conforming To IS 493 ( 11130 Unit )**

| Specification Parameter Name | Bid Requirement (Allowed Values)  |
|------------------------------|---|
| Detailed description         | Dash pot oil VG-68 as per IS Specification IS:493-1981 Part-I (reaffirmed 2004)   |
| Additional Instructions      | Bidders to follow and quote according to the DETAILED DESCRIPTION of the tendered item as mentioned in the Additional Specification Parameters. In case of any ambiguity with regard to any Additional Specification Parameters in DETAILED DESCRIPTION and golden parameters, the DETAILED DESCRIPTION will supersede/prevail. |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days) |  |   |
|---------------|---|---|--|--|---|
|               |   |   | मात्रा /Quantity   | प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by |
| 1             | Jandhyala Phani Kumar                                   | 520001,GSTIN Number: 37AAAGM0289C1ZI. Office of OFFICE OF SENIOR DIVISIONAL MATERIALS MANAGER, DRM OFFICE COMPOUND,VIJAYAWADA DIVISION, Email id: srdmmbza@gmail.com. Ph. No.9701373009, 7702773346.  | 2520   | 180  | 240   |
|               |   |   |  |  |   |
| 2             | Narayanappa Dayananda                                   | 500040,O/o. ASSISTANT MATERIALS MANAGER/DIESEL/MOULAALI, DIESEL STORES DEPOT, DIESEL LOCO SHED, MOULAALI, UNDER LALAPET FLY OVER BRIDGE, NEAR MOULAALI RAILWAY QUARTERS, SECUNDERABAD- 500040, HYDERABAD, TELANGANA, S.C. RAILWAY, MOBILE NO.9701370785 | 3990   | 10   | 60  |
|               |   |   | 4620   | 180  | 240   |

**Special terms and conditions-Version:2 effective from 24-10-2025 for category General purpose Machinery and Spindle Oils (V2) Conforming to IS 493**

- ISI mark :** Presently, the products under this category are not covered under mandatory BIS licensing scheme. Hence, both ISI Marked and non-ISI Marked products may be available in this category. However, if a buyer intends to procure ISI Marked products, buyer may, at his discretion, opt for the same by indicating the requirement in the bid, after taking into account the number of valid licenses issued under

the standard. In such cases, buyer shall verify valid BIS License as per the applicable governing standard at the time of evaluation of bid and check the ISI marking on the products at the time of receipt of material before issuing of CRAC. The valid BIS license status of sellers may be viewed by buyer from the below link.

<https://www.manakonline.in/MANAK/ApplicationLicenceRelatedrpt>

or

[https://www.services.bis.gov.in/php/BIS\\_2.0/bisconnect/knowyourstandards/indian\\_standards/isdetails](https://www.services.bis.gov.in/php/BIS_2.0/bisconnect/knowyourstandards/indian_standards/isdetails)

**Eco mark:** Eco Mark is applicable as per G.S.R. 85(E) dated 21st February 1991 (Annexure - I) for this category. As such Buyers may also opt for eco mark labelled product while creating Bid. In such cases buyer shall verify Eco mark label at the time of evaluation of BID/receipt of material before issuing CRAC.

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

### 1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**E- 516660 PL- 80011561 C.F No- 80261227**

**1. Inspection:** Inspection by RITES at manufacturer's premises (firm should mention works full address)

**2. Eligibility Criteria:** This clause is in supersession of Past performance criteria in clause (4) of bid document. Past performance criterion shall be evaluated as per following condition.

[A] The tenderer with past performance of satisfactory execution of contracts to SC Railway, or Other Zone I Railways/PUs for supply of the same / similar items (**Dash Pot oil Oil to IS: 493 of any grade of tendered item**) for a quantity of 20 percent or more of tendered quantity against a single contract during last three years prior to, and excluding tender opening date may be considered as responsive to SC Railways requirements for placement of bulk and regular order. The onus of submission of requisite supply performance documents i.e CRAC/ Receipt Notes/Proof of acceptance of material by consignee along with concerned Purchase order shall be on bidder.

[B] In case, the bidder does not submit the requisite documents, as detailed above, along w

With their offer, no back reference shall be made and offer shall be evaluated on the basis of uploaded documents except for the situation, (i) wherein the supply performance exist for Dash port oil in South Central Railway for Stock item, as available in IMMIS, or (ii) situation where only related shortfall documents are not available in bid offer which may be asked and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered subject to condition that supply performance is not post tender opening date. However, no new supply order or proof of supply (which was not part of initial bid) should be submitted by the bidder, post tender opening, so as to qualify the bidder and those documents will not be considered at post tender opening stage.

[C] In case, the tenderer participates as an authorised dealer, then the performance as required above shall be that of Principal (OEM) authorising the agent or bidder for the same OEM. It may so happen that the agent/dealer has credentials of past supply for a different Principal/OEM but this will not be considered as performance for placing bulk order in case of change of Principal/OEM who have authorised in this bid.

[D] For Authorised dealer, tender specific authorisation from OEM has to be uploaded with bid indicating GeM bid number and date, Complete address of OEM, Designation of Authorising person of OEM like name etc in bid in OEM letterhead.

[E] Bidder, other than Govt. owned oil company must upload a license copy to carry on business of Processor of tendered oil /lubricant under the provision of Lubricating Oils and Greases (Processing, Supply and Distribution Regulation) Order 1987, failing by which offer will be summarily rejected.

**3. GST:** Please refer to Clause 8 of GeM GTC hyperlinked with the bid document. Buyer shall raise invoice for S.C. Railway (Telangana) GST NO: 36AAAGM0289C1ZK for Telangana based consignee and S.C. Railway (AP) GST No: 37AAAGM0289C1ZI for Andhra Pradesh based Consignee.

**4. Delivery Period and Extension Of Delivery :** Time is the essence of Contract Please refer Clause 15 of GeM GTC hyperlinked with bid.

**5. Failure of Contract & Recoverable Damages :** If the Seller fails to supply goods as per GeM contract within Delivery period or extended delivery period or at any time repudiates the contract before the expiry of delivery period, Buyer reserves the right to cancel the GeM contract for unsupplied portion, record adverse performance of the bidder for taking appropriate administrative action (a) through incident Management of GeM (b) rejection of offer on account of bad performance in ensuing bids invited by buyer, (c) forfeit the security deposit (ePBG) or initiate recoveries outstanding for an amount equivalent to applicable Security Deposit for undelivered portion. (d) In severable contracts, in case of failure by the seller to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate with that lot or initiating recoveries for an amount equivalent to Security Deposit /PBG for undelivered portion.

**6. Removal of Rejected Goods:** Bidders shall refer Clause 11(iv) of GeM GTC hyperlink ed with bid. It is to mention that if Seller fails to lift the rejected stores within 10 working days of rejection CRAC, then they can lift within further 15 days after payment of applicable G round rent. Beyond 25 working days (initial 10 working days rent free period and further 15 days with ground rent), Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller. No claim of any form by buyer shall be entertained on this account. Buyer shall take action as per Clause 6 of ATC mentioned in the bid.

## **7. Mandatory Documents to be uploaded with offer**

- (a) EMD or EMD Exemption document in relevant section of GeM
- (b) Past performance documents as specified in clause (2) of ATC
- (c) Local content percentage with address of local content addition.
- (d) Lube oil License copy under order 1987 for bidders other than Govt owned Oil company as per clause 2 (E) of ATC

## **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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---