

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	09-03-2026 13:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	09-03-2026 13:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (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>वस्तु श्रेणी /Item Category</b>	Hiring of Air Conditioners and Desert Coolers - Monthly Based - Desert Cooler; Plastic Body Cooler
<b>अनुबंध अवधि /Contract Period</b>	2 Year(s) 3 Month(s) 4 Day(s)
<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>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?</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। / <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	574896
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	11498

#### 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).	5

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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 :

PFA/SCR  
3rd floor, Rail Nilayam ,South Central Railway, Ministry of Railways  
(Pfa/scr)

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. 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. 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.
3. 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

**Detailed Scope of Work:**[1772177368.pdf](#)

#### Hiring Of Air Conditioners And Desert Coolers - Monthly Based - Desert Cooler; Plastic Body Cooler ( 203 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Equipment Required	Desert Cooler
Type of Equipment	Plastic Body Cooler
Functions Required	Cooling

विवरण/ Specification	मूल्य/ Values
Remote Control Required	Not Applicable
Capacity of the Equipment	2400 CuM/Hr
Transformer Required	Not Applicable
Installation Required	Yes
Age of Equipment	Not more than 4 years old on the date of opening tender
Stand Required	No
Manpower Required	No
District	NA
Zipcode	NA
<b>एडऑन /Addon(s)</b>	

**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Banoth P Nirmal Singh	500071,GSTIN Number: 36AAAGM0289C1ZK, Head Quarters, 6th Floor, Rail Nilayam, South Central Railway, Secunderabad - 500071	25	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
2	Chandra Sekhar Adapala	500017,Office of Supervisors Training Centre, Tarnaka, Lallaguda, Secunderabad. Ph:- 040 27789482	49	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
3	Phani Raj Kandi	500025,GSTIN Number: 36AAAGM0289C1ZK, 1st Floor, Rail Nilayam, South Central Railway, Secunderabad - 500025	10	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
4	Nalika J Sampath Kumar	500025,GSTIN Number: 36AAAGM0289C1ZK, FA&CAO OFFICE, 3RD FLOOR, RAILNILAYAM, SECUNDERABAD-025.	35	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
5	B Sunitha	500025,FIRST FLOOR, RAIL NILAYAM, SOUTH CENTRAL RAILWAY SECUNDERABAD	25	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
6	Muralikrishna Peddu	500025,GSTIN Number: 36AAAGM0289C1ZK, Office of the PCE/SCR, 5th Floor, Rail Nilayam, South Central Railway, Secunderabad.	22	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
7	Abhilash Yedla	500025,GSTIN Number: 36AAAGM0289C1ZK, PCPO Office, 4th Floor, Rail Nilayam, South Central Railway, Secunderabad.	16	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
8	Uttam Kumar Bandyopadhyay	500025,GSTIN Number: 36AAAGM0289C1ZK, PCSC Office, Ground Floor, Rail Nilayam, South Central Railway, Secunderabad - 500025	5	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>
9	Sunkara Kalyan	500025,OPERATING DEPARTMENT, 2ND FLOOR, RAILNILAYAM, SECUNDERABAD-025.	16	<ul style="list-style-type: none"> <li>Number of Months of usage during the contract period : 3</li> </ul>

## 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

#### [A] Note to the Service providers/Bidders:

- This is a Service Contract for hiring of desert coolers for departmental use by **Chief Commercial Manager/Claims office** [10 Nos in good condition], **Principal Chief Materials Managers office** (25 nos in good condition), **Principal Chief Commercial Manager office** (25 nos in good condition), **Supervisors Training Centre** (49 Nos in good condition) , **Principal Financial Adviser office** (35 Nos in good condition), **Principal Chief Operating Manager office** (16 Nos in good condition) and **Principal Chief Security Commissioner office** (5 Nos in good condition) **Principal Chief Personnel office** (16 Nos in good condition), **Principal Chief Engineer office** (22 Nos in good condition) for a period of three months.

#### B] Eligibility criteria:

- 1) AVAILABILITY OF OFFICE OF SERVICE PROVIDER: Service provider should have an office and Technicians in Hyderabad only to attend complaints and prompt service of coolers. Proof of documentary evidence to be attached along with bid.

**2. Bidder financial standing ,non-banning, truthfulness of Documents etc and other Declaration :** The bidders shall upload an undertaking duly signed and stamped (a) certifying the truthfulness of all the documents submitted / uploaded along with the tender.

*[Proforma as per Annexure-I of Buyer uploaded ATC document]*

(b) Declaration of the details of the engagement of Retired/Existing Railway Employees; Regarding site visit, compliance of statutory laws, penalty for violation of labor laws , Non blacklisting, bankruptcy , termination of contracts etc.

*[Proforma as per Annexure-II of Buyer uploaded ATC document]*

*The format /proforma etc is uploaded in the Buyer uploaded ATC document in the bid document . Bidders are requested to click the link and download from the bid*

3) The bidder shall give full details of the constitution of the Firm/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit or GST Certificate which indicates Proprietorship status.

(b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/ relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Joint Venture (JV): Joint Venture ( JV) not permitted /not allowed in reference to para 2.4.1 of GCC of Services [Hyper link provided at ATC no C, Sub clause no 2]

(d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

e) Society: The bidder shall submit (i) Self- attested copy of the certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the tender signatory

**[C] Special Conditions:**

1. On receipt of the GeM order firm to ensure installation within 2 days.
2. The Hiring charges will be paid from the date of Installation duly inspecting the coolers in working condition.
3. Payment will be made after completion of the contract period.
4. Transportation to be borne by the contractor.
5. After completion of the contract period If the coolers are not lifted Rs.50/- per day per cooler will be collected from the firm.
6. The Air Coolers should be in brand new condition.
7. Repairs and Maintenance of Air Coolers should be attended immediately failing which an amount of Rs. 100/- per day on each the cooler will be deducted from your bills.
8. All Cost for maintenance and servicing of the Desert Cooler including the cost of spare parts and periodical greasing etc. are to be borne by the *Service Provider and shall be inclusive in the cost.*

**9. The coolers shall be equipped with control switches for fan and pump separately.**

10. Step speed regulator for smooth speed control of desert coolers will be provided by Service provider

der as per site requirement.

11. The coolers shall be connected with three-core PVC insulated copper conductor cable of suitable length as per site requirement along with 3 pins ISI mark top or reputed brand like Anchor.
12. The electric supply shall be given free of cost at the nearest available supply point. The Service Provider has to make connection with three wires having three pin top from near electric socket point only. It will be the responsibility of the Service Provider that all cooler body are properly earthed.
13. Running hours for the coolers shall be as per the requirement of the user and can extend to 24 hours also.
14. Before starting the work joint survey shall be carried out by Service Provider and Railway's representative/Supervisor for the location and installation of coolers site.
15. The responsibility of filling of water in desert coolers will be users (Railway department).
16. In the Railway interest cooler provided by the Service Provider may be transferred to anywhere in the boundary of STC, PFA, PCMM, PCCM, CCM/Claims, PCOM, PCSC, PCPO and PCE office on same terms and conditions. Service Provider shall be bound to provide the same maintenance & hiring services at renewed locations, which might not be covered in this contract. However, responsibility of transportation beyond the present contract's jurisdiction shall lie with the Railway.
17. Work will have to be completed as per latest IS and specifications.
18. Penalty shall be applicable as per GeM SLA.
19. This tender is governed by Gem SLA, GTC of GeM, Scope of work in which special conditions are defined. Situation whenever relevant rules/guidelines/clauses are not available in bid conditions, the relevant clause/paras of General conditions of contract for services will be applicable. GCC for services 2018 and its amendments (up to tender opening date) are available in Railway board website.

The Hyperlink for GCC for services in Railway is as following [https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformation\\_Cell/General%20Conditions%20of%20Contract%20for%20Services.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/General%20Conditions%20of%20Contract%20for%20Services.pdf)

20. Post tender opening no new documents (which are not part of original bid offer uploaded by service provider before opening of GeM bid) will be considered for bid evaluation. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Specification, Bid document, Buyer Added Bid Specific Additional Terms and Conditions and Corrigendum if any.
21. (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer (b). The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer. (c). The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Seller's obligations there under.
22. Successful Bidders have to submit the Performance Security in the form of Fixed Deposit Receipt / Performance bank Guarantee (**Bank Guarantee sample format as per Annexure III of Buyer uploaded ATC document**). FDR should be made out or pledged in the name of **PFA/SCR** (Name of the Service Provider). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the buyer after making endorsement on the back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG in GeM profile and has to ensure delivery of hard copy of Original FDR to the buyer within 30 days of date of digital signing of contract in GeM. Extension of time for submission of PG beyond 30 days from the date of digital signing of contract in GeM may be given by Dy CMM/G. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days (i.e. from 31st day after the date of digital signing of contract in GeM to deposit Performance Security. In case the contractor fails to submit the requisite PG after 90 days from the date of digital signing of contract in GeM to deposit Performance Security, a notice shall be served to the contractor to deposit PG immediately. In case the contractor fails to submit the requisite PG even after 90 days from the date of digital signing of contract in GeM, incident shall be raised in GeM for non-submission of PG and consequently GeM Contract may be cancelled duly forfeiting EMD and other dues, if any payable against the tender. The failed Service Provider shall be debarred from participating in re-tender for that service. In case, 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of PGs, Decision of Dy CMM/G would be final in case of any dispute.

e. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

23. Normally PG has to be submitted before generation of Contract, however in urgency, if contract is generated and Service Provider fails to submit PG within permissible period / or fails to start to execute the contract within allowed/extended period, the equivalent amount of PG shall be recovered from any bills in Indian Railways towards General Damage apart from raising incident of GeM for banning the firm.
24. The Bill Passing officer is AMM/S&T for PCMM office, Principal/STC for STC, Secy to PCCM for PCCM office, Dy.CCM/Claims for CCM /Claims Office, Secy to PCOM for PCOM office and Secy to PFA for PFA Office and SO for PCSC for PCSC office, Secy to PCPO for PCPO office, Dy.CE/LM for PCE office (If there is offline bill payment) or as per GeM process (In case of online bill payment) and the Bill Paying Officer is FA & CAO/SCR.

### 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---**