





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-12-2025 11:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-12-2025 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 Defence		
विभाग का नाम/Department Name	Department Of Defence		
संगठन का नाम/Organisation Name	Mod Sectt Establishment		
कार्यालय का नाम/Office Name	******		
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2000 km x 320 hours; Local		
अनुबंध अविध /Contract Period	1 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	150 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s) No No		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover			
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover			
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, 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		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?	No		

बिड वि	वरण/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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

### ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India	
ईएमडी राशि/EMD Amount	300000	

# 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).	15	

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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 securityshould be in favour of Beneficiary, wherever it is applicable.

### लाभार्थी /Beneficiary:

AO(DAD), MoD(Civil)
Delhi, Department of Defence, MoD Sectt Establishment, Ministry of Defence
(Arbind Kumar Singh)

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

### एमआईआई अन्पालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म 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
स्क्ष्म 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. 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.
- 3. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):13

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):13

Minimum years (up to 5 years) of experience in related field:5

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies: 13

Geographic Presence in States: New Delhi

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::Pro Rata Basis

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package Pro Rata Basis

### Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local (5)

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Vehicle Type	Sedan	
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent	
Usage Variant	2000 km x 320 hours	
Type of Service	Local  2024 , 2025  Upto 50,000 Kms  A/C	
Year of Vehicle Model		
Km Travelled		
Air Conditioning Requirement		
Area of Operation	Plains	
Fuel Type	Any	
एडऑन /Addon(s)		

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

defined by Buyer
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### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*********NEW DELHI	5	Duration in Months for which service is required : 12

# Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2000 Km X 320 Hours; Local ( 8 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Vehicle Type	Premium Sedan		
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna		
Usage Variant	2000 km x 320 hours		
Type of Service	Local		
Year of Vehicle Model	2024 , 2025		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	A/C Plains Any		
Area of Operation			
Fuel Type			
एडऑन /Addon(s)			

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

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

# परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	******	*********NEW DELHI	8	Duration in Months for which service is required : 12

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

### 1. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing

service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

### 2. Service & Support

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

### 3. Service & Support

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

### 4. Service & Support

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

### 5. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Clause -1 ATC and GTC for hiring of vehicle

ANY CONDITIONS OR STIPULATIONS REFERRED HERE SHALL PREVAIL OVER THE GENERAL TERMS AND CONDITIONS(GTC) OR STIPULATIONS CONTAINED IN THE SERVICE LEVEL AGREEMENT (SLA) IN SO FAR AS AND TO THE EXTENT TO WHICH THE LATTER ARE IN ANY WAY REPUGNANT TO THE FORMER

COMMERCIAL BIDS OF ONLY THOSE FIRMS SHALL BE OPENED WHOSE TECHNIC AL BIDS ARE FOUND COMPLIANT AFTER TECHNICAL EVALUATION

ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HIRING OF VEHICLES

 Instrument for payment of EMD in the name of beneficiary as per bid do cument. If any firm wants MSE exemption from submission of EMD as per rule 170 of GFR then the firm has to submit a bid security declara tion in following format:

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF E MD

$(\Omega n)$	Ridd	erc l	Letter	head)

I/We, the authorized signatory of M/s	
, participating in the subject Bid No	for t
he item/job of Hiring of vehicles, do hereby declare that :	

- (i) That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw/modify our bid during the period of v alidity OR I/we fail to execute formal contract agreement within the giv en timeline OR I/we fail to submit a Performance Security within the giv en timeline OR I/we commit any breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD and I/we will be suspen ded from being eligible for bidding/award of all future contract(s) of Mi nistry of Defence (Sectt.) for a period of 03(three) year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder
Name of Authorized Signatory
Company Name

- Minimum 08 Premium Sedan and 05 Sedan commercial vehicle 1. (Model 2024, 2025) should be registered in the Name of the F irm and copies of the RC are required to be uploaded. The 13 vehicles whose RCs shall be uploaded for technical evaluatio n on GeM, must be physically shown to the representative of MoD(Sectt.) at Sena Bhawan on all working days between 10 : 00 am to 5: 00 pm during the bid floated period (from bid st art date to bid end date) and obtain a signed and stamped pr oforma as given in Appendix A. Bidders may contact at Telep hone no. 2301 2717 /2379 3719 for physical verification of th eir vehicle. This signed proforma has to be mandatorily uploa ded on GeM portal along with their technical bid. Bids withou t this proforma will not be technically evaluated and shall be summarily rejected. No representation in this regard shall be entertained.
- 1. Firm should be ISO certified confirming good reputation. It must be at le ast one years old.
- Firm must have satisfactorily provided minimum 13 vehicles per day in a single contract to any Department/Ministry of Govt of India for last 5 years or more.(Supply order, Work order & Satisfactory work completion Certificate to be enclosed)
- 3. Firm should submit a copy of turnover certificate with average annual turnover for 150 lakhs for the last three years signed by CA.
- 4. Latest Solvency certificate of the Firm issued by a bank after 01.04.2025 for value not less than 150 lakhs.
- 5. Affidavit stating that firm/contractor has never been suspended/banned/ debarred by any Department/organization and GEM & never been inv olved in any criminal case related to the service concerned in the pas t.
- 6. The service provider/firm should have its office within 10 km radius of S ena Bhawan, New Delhi.
- 7. GST Regn NO. & copy of GSTR 9 (FY 2023-24) return filed by the firm to be uploaded.

- 8. Latest Character verification of the Firm by Delhi Police.(not older than 6 months from date of bid)
- Latest valid Police verification of all the Prop./Partners/Directors of the Fi rm Online Only
- 10. Latest valid online Police verification of 13 drivers to be uploaded.
- 11. Firm must have more than 13 drivers on payroll. Copy of last ESIC return filed by the firm and driving licence copy of the drivers to be enclosed.

### OTHER GENERAL TERMS AND CONDITIONS

- Number of vehicles required per month in the Contract period is approx value and may vary (increase/decrease) depending on the office req uirement.
- 2. The hired vehicles shall be made available anytime as per requirement of this office.
- The agency should abide by all statutory requirements for running the v ehicle on contract and Department will in no way be liable towards ta xes, fee, penalties, cost of fuel and salary to drivers, maintenance or any other charges payable except the contract price, parking charge s, state tax and toll tax etc.
- 4. The contractor shall not engage any sub-contractor or transfer the contract to any other person.
- The contractor should have enough resources to repair their cars in mini mum possible time. When required, they should be in a position to substitute/replace or arrange the vehicle at short notices. In case of breakdown of the vehicle provided by the contractor, all expenses sh all be borne by the contracted firm for arranging substitute vehicle a t the point of breakdown. If the firm fails to provide taxi at the break down point, charges from the point of break down to destination incurred by the Officer/Commission are to be borne by the firm only, which would be deducted from the bill of the contracted firm.
- 6. Drivers should have minimum 3 years of experience of driving. Driver should be decent and well behaved & should not have any history of criminal record.
- 7. The bid once submitted shall not be allowed to be withdrawn and defaul t after acceptance of the bid shall be deemed to be non-compliance of terms of contract and would render EMD/ security deposit liable to forfeiture and penalty.
- 8. The contract will be initially for a period of one year and extendable upt o further 12 months based on satisfactory performance & mutual consent at the ongoing rate, terms and conditions.
- 9. The competent authority reserves the right to reject the Bid in whole without assigning any reason thereof.
- 10. Bids which are incomplete or Conditional in any form shall be rejected w ithout reason.
- In case, if any firm submits any forged document/wrong document/ false declaration/ false affidavit or if any information provided is found to be incorrect at any stage in support of the tender document, the firm

would be debarred for minimum 05 years and EMD/performance sec urity submitted the firm shall be forfeited. No correspondence whats oever will not be entertained, in this regard.

# Appendix A

Sr. NO	Registration No.	Model
1		
2		
3		
4		
5		
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7		
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11		
12		
13		
14		

Signature of representative of bidder Signature of representative of MoD( Sectt.)

# Clause 2 for Extension of Contract

The contract may be extended upto 12 months on same rate, terms and conditions on mutual agreement based on satisfactory performance.

Clause 3 for penalty in respect of default in release of advance payment to driv ers

If the advance payment is not released to all the drivers by the 7<sup>th</sup> of next mont

h, then an amount of 5% of the bank guarantee shall be deducted each month f or delay in payment to drivers from the bank guarantee amount. For example, If there is delay in release of payment to drivers on 4 occasions out of the 12 mon ths of the contract period, then 20% (5  $^{*}$  4) of the bank guarantee amount may be deducted by MoD(Sectt.) and only 80% of bank guarantee amount shall be r eturned to service provider after the expiry of contract

The Bank guarantee should be deposited in the form of Demand Draft in favor of AO(DAD), MoD(Civil).

# Clause 4 for Security Instruction:

The contracted firm is directed to furnish an affadavit to Mod(Sectt.) on the award of contract for the following

- A) The firm has verified the antecedents of its drivers/employees on its payroll who are deployed in MoD
- B) The PCC of the drivers/employees deployed in Mod are authentic.
- C) The firm has ensured that these employees have unblamished antecedents.
- D) That none of the drivers/employees will come in possession of any confidenti al/sensitive/official documents.
- E) The firm has sensitized all the drivers about security protocol to be followed in DHQ area.
- F) The firm will ensure that none of its employee will ever commit data theft or illegal act inside the DHQ area.
- G) Firm will ensure that none of its driver will ever bring camera mobile phone/e lectronic device or recording of any type in DHQ area.

### Clause-5 Option Clause

The buyer can increase or decrease the contract quantity up to 50% at the time of issue of contract or during the contract period. Bidders are bound to accept the revised quantity at the contract rate.

### Clause-6 Contract Termination

MoD(Sectt.) reserves the right to cancel the contract at any time by giving an a dvance notice of 1 month for contract termination.

### Clause-7 Liquidity Damages

MoD(Sectt.) may deduct liquidity damages to the sum of 0.5% of the annual con tract price for the delayed/undelivered services as required and mentioned in the tender document for each week of delay or part of a week, subject to the max imum value of the Liquidity Damages being not higher than 10% of the annual value of contract.

# 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

10 / 12

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 <u>attached categories</u>, 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 शर्तै/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 शर्तै/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, 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---